

## CONTRACTOR'S RELEASE

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Contract NO. [REDACTED]

Pursuant to the terms of Contract No. [REDACTED] and in consideration of the sum of Four Hundred Forty-one Thousand, Six Hundred Ninety-one Dollars and Eighty-four cents, Dollars (\$ 441,691.84) which has been or is to be paid under the said contract to [REDACTED] (here-

inafter called the Contractor) or to its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expense incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 18th day of December 19 61.

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WITNESSES

By

Title

(NOTE: In the case of a corporation, witnesses are not required, but the certificate below must be completed.)

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## CERTIFICATE

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I, [REDACTED] certify that I am the clerk of the corporation named as Contractor in the foregoing release; that [REDACTED], who signed said release on behalf of the Contractor was then Treasurer of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

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C E R T I F I C A T I O N

FOIAb3a The undersigned as individuals and as authorized representatives of [REDACTED] (hereafter called the Contractor) hereby certify that we have examined the statements and supporting data to which this certification is affixed and that to the best of our knowledge and belief, such statements and supporting data have been prepared from the books of accounts and records of the Contractor; that such books of account and records have been kept in accordance with generally accepted and sound accounting practices normally followed by the Contractor, that they include only actual costs chargeable to the performance of Contract No. [REDACTED] and that they have been prepared with the knowledge that they will be used in connection with the negotiation of a final price under such Contract No. [REDACTED]

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It is further certified that all procurement hereunder is allocable to the designated Contract, and that the quantities procured hereunder are not in excess of the reasonable quantitative requirements of the contract.

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[REDACTED]

[REDACTED]

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